

**RESOLUTION NO. 1573
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING DEVELOPMENT AGREEMENT BETWEEN CITY
OF PRINEVILLE AND APPLE, INC.**

Whereas, Apple, Inc. (“Apple”) owns and operates a data center within Prineville city limits that requires significant fire suppression requirements necessitating certain improvements to improve water flow capacity to the property.

Whereas, Apple desires to have City of Prineville (“City”) procure materials and constructions services to construct, install, and maintain 6,665 linear foot water pipe consisting of 30 inch pipe (“Project”).

Whereas, City is willing to contract, install, and maintain the Project pursuant to a development agreement.

Whereas, City and Apple have negotiated a Waterline Project Agreement (“Agreement”), which is attached to this Resolution and incorporated herein.

Whereas, based on contributions from Vitesse, LLC, Apple has agreed to contribute thirty percent (30%) towards the Project and an additional Administrative Fee of ten percent (10%).

Whereas, City staff believes it is in the best interest of the City to approve and execute the Agreement.

Now, Therefore, the City of Prineville resolves that the Agreement attached to this Resolution between the City and Apple is hereby approved and that the Mayor is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 22nd day of August, 2023.



Rodney J. Beebe, Mayor

ATTEST:


Lisa Morgan, City Recorder

WATERLINE PROJECT AGREEMENT

Between
City of Prineville and Apple, Inc.

This Waterline Project Agreement (“Agreement”) is made and entered into as of the date last written below (the “Effective Date”), by and between the **City of Prineville**, an Oregon municipal corporation (“City”) and **Apple Inc.**, a California corporation (“User”); each of City and User are “Party” and together, the “Parties.”

RECITALS

A. Whereas, User owns and operates a data center on real property located within City and generally depicted on Exhibit A, attached hereto and incorporated herein.

B. Whereas, the property generally depicted in Exhibit A has significant fire suppression needs, and the Parties desire to make certain improvements to improve water flow capacity in the area.

C. Whereas, User desires to have City procure materials and construction services to construct, install, and maintain a 2,240 linear foot water pipe consisting of 30 inch polyvinyl chloride (“PVC”) or high-density polyethylene (“HDPE”) pipe, which will run from a point approximately 150 lineal feet west of City of Prineville Heliport Well, south across Highway 126 to County land, then east to tie in with the existing 16” water main at Millican Road and improve service to the User’s property by improving fire flow capabilities and system redundancy in the event of a fire (“Project 1B”). Project 1B and anticipated approximate water delivery pressures to the User’s property is identified in the attached Exhibit B.

D. Whereas, User also desires to have City procure materials and construction services to construct, install, and maintain a 4,425 linear foot water pipe consisting of 30 inch PVC or HDPE pipe, which will run from the City of Prineville’s Airport Reservoir site to tie into the existing 18” watermain in Airport Way located between City of Prineville Airport Wells 1&2 and Heliport Well and improve service to the User’s property by improving fire flow capabilities and system redundancy in the event of a fire (“Project 2B,” collectively with Project 1B, the “Projects”). Project 2B and anticipated approximate water delivery pressures to the User’s property is identified in the attached Exhibit B.

E. Whereas, the general location of the Projects is depicted on Exhibit B, attached hereto and incorporated herein.

F. Whereas, Parametrix (the “Engineer”) has been contracted with to provide design and engineering services for the Projects.

G. Whereas, City has estimated that the total cost of Projects is SEVEN MILLION FOUR-HUNDRED SIXTY-FIVE THOUSAND, TWO-HUNDRED NINETEEN AND 57/100 DOLLARS (\$7,465,219.57), as more specifically set forth on Exhibit C, attached hereto and incorporated herein (“Total Project Cost”).

H. Whereas, City is willing to construct, install, and maintain the Projects.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, including the Recitals which are incorporated herein by reference, which are relied upon by the Parties and which constitute part and parcel of this Agreement; and other good and valuable consideration the receipt and sufficiency of which are expressly acknowledged by the Parties, City and User hereby agree as follows:

1. Procurement. City will solicit and procure all materials and construction services necessary to construct, install, and maintain the Projects. City's solicitation and procurement process will include the solicitation of bids for purchase and installation of PVC or HDPE piping and ancillary materials for the Projects with pipe sizes consistent with the Recitals, although only one material type will be used to construct the Projects. All procurement activities must be conducted in accordance with Oregon's Public Contracting Code (ORS 279A, ORS 279B and ORS 279C), all applicable state and local contracting rules, and all applicable laws, rules and regulations including those relating to anti-corruption and anti-bribery.

2. Performance. City hereby agrees to complete and be responsible for the construction, installation, and maintenance of the Projects. During the course of each Project, City will:

2.1 Monitor the budget and schedule of each Project and promptly notify User of any anticipated changes to the budget or schedule of either Project and manage project budgets to assure the cost of the Projects is limited to the greatest extent possible;

2.2 Submit to User all applications for payment and invoices submitted by contractors and material suppliers for each Project;

2.3 Coordinate all testing and inspections required by third parties;

2.4 Promptly conduct all inspections City is obligated to perform; and

2.5 Organize and conduct a final inspection with User, the Engineer, and each Project's contractor to confirm that each Project (i) is entirely complete in accordance with the Project's design, plans, and specifications, (ii) has received all applicable project completion certificates, and (iii) can be utilized by User for its intended purpose (collectively, "Final Completion").

3. Approval Authority. City will not execute any change order, request for substitution, construction contract amendment or other document authorizing changes to either Project's cost, schedule, or scope without User's prior written consent. User shall be deemed to consent, however, to change orders User does not object to within fourteen (14) days following User's receipt of the change order, including a request for approval from the City and a reasonably detailed explanation of the need for the change order and the impact such change order may have on the applicable Project's scope, schedule or cost.

4. Performance Bond. Unless exempted under ORS 279C.390, City will ensure that the contractor for each Project provides a performance bond in accordance with ORS 279C.380.

The performance bond provided by the contractor must list User as an additional obligee and be in a form approved in writing by User.

5. Project Timelines. The Projects shall be completed in accordance with the design prepared by the Engineer and with applicable all laws, ordinances and regulations. City will strive to achieve Final Completion for the Projects no later than 14 months after agreement is fully executed.

6. Consideration. In consideration of City's performance, User hereby agrees to pay City:

6.1 Up to thirty percent (30%) of the Total Project Cost which will not exceed TWO MILLION TWO-HUNDRED THIRTY-NINE THOUSAND, FIVE HUNDRED SIXTY-FIVE AND 87/100 DOLLARS (\$2,239,565.87) ("User Project Cost Cap"); and

6.2 An administrative fee equal to the lesser of (a) ten percent (10%) of User's payments towards the Total Project Costs; or (b) TWO HUNDRED TWENTY-THREE THOUSAND NINE-HUNDRED FIFTY-SIX AND 58/100 DOLLARS (\$223,956.58).

7. Payment Schedule. City may submit to User an invoice no more than once each month consisting of (1) costs incurred for work actually completed and approved by the City that have not been previously reimbursed, and (2) an administrative fee equal to 10 percent (10%) of the applicable cost included in the invoice. Payment shall be made, following review and approval of the invoice submitted by City, within thirty (30) days after User's receipt of the invoice together with evidence of City's payment of the same along with reasonable supporting documentation. If User objects to the invoice submitted, User shall advise City in writing, giving reason therefore, within fifteen (15) days after User's receipt of said invoice and supporting documentation. City shall be able to submit to User invoices electronically to the following address: invoice.us@apple.com. If any portion of the work for which the City is seeking reimbursement does not substantially conform to the approved plans and specifications applicable thereto, and such non-conformance was not approved by User in writing, the existence of such non-conformity shall be an excuse to User's obligation to make applicable payment until such non conformity has been corrected to User's reasonable satisfaction.

Notwithstanding Section 6, in the event that City believes that User's portion of the Total Project Costs will exceed the User Project Cost Cap, City shall provide notice to User of its belief at least sixty (60) days before the User Project Cost Cap is expected to be exceeded. City will coordinate meetings among User, the Engineer, and the Project contractors to conduct value engineering analysis and explore opportunities for cost savings. Upon receiving a notice, User may elect to (1) suspend or terminate one or both Projects; (2) limit or modify the Projects; or (3) agree to amend the Agreement to increase the User Project Cost Cap. User shall notify City of its election no later than thirty (30) days from receiving notice from City. Upon receiving User's election, the Parties hereby agree to endeavor, in good faith, to make any amendments required to the Agreement. User shall have no obligation to fund amounts in excess of the User Project Cost Cap unless User affirmatively agrees to do so in a mutually executed amendment to this Agreement.

8. Progress Reports. City shall submit a progress report along with each monthly invoice that includes percentage completion data and summaries of progress for each Project based on their respective schedules and required dates of Final Completion. If the progress report indicates that either Project is not projected to achieve Final Completion by the date established in Section 5, then City will submit an acceleration plan summarizing the additional actions City will take to ensure completion in accordance with the date established in Section 5. In addition, at User's request, the City will provide oral reports and presentations to User on the progress of the Projects.

9. Disclaimer of Warranties. The City shall be responsible for enforcing all applicable warranties associated with the materials and construction services necessary to construct, install, and maintain the Projects; provided, however, City shall not be responsible for any warranties relating to the performance of the Engineer.

10. Compliance. The Parties shall comply with all applicable anti-corruption and anti-bribery laws and regulations. Neither Party shall directly or indirectly, pay, offer, promise to pay, or give anything of value to any person or entity, including an employee or official of a government, government controlled enterprise or company, or political party, with the reasonable knowledge that it will be used to obtain any improper benefit or to improperly influence any act or decision by such person or entity. Neither Party shall offer or accept bribes or kickbacks in any form.

10.1 Accurate Books and Records. The City will keep and maintain complete and accurate books and records in connection with its performance under this Agreement, including all costs applicable to the Projects, and will retain these records for at least five (5) years after final payment under this Agreement. Upon request, City shall make these books and records available to User.

10.2. Notice and Cooperation. If City becomes aware of any violation or suspected violation of the laws set forth in Section 10 (Compliance) in connection with the performance of this Agreement, it shall provide prompt written notice to User setting forth the relevant facts and circumstances. City and User shall cooperate in good faith to review any violations or suspected violations, including by providing reasonable access to all relevant information, including documentation. The City's failure to cooperate with User shall be deemed a material breach of this Agreement.

11. Term. Unless terminated by the Parties, the term of this Agreement shall expire on the later of (1) one (1) year after the date that Project 1B achieves Final Completion or (2) one (1) year after the date that Project 2B achieves Final Completion. All terms and provisions of this Agreement, which by their nature are intended to survive any termination or expiration of this Agreement, shall so survive.

12. Assignability of Agreement. Neither Party shall have the right to assign or transfer any of its rights or responsibilities hereunder to any person or entity without the other Party's prior written consent which may be given or withheld in such other Party's reasonable discretion.

13. Confidentiality. Subject to the requirements of Oregon's Public Records Law (ORS 192), City shall not disclose at any time to any persons or entities any information that User identifies as confidential business information. If required by law to disclose confidential information, City shall redact or delete from the records it discloses, or makes available for inspection, all information designated by User as confidential. Promptly following City's receipt of a request to inspect or disclose copies of public records relating to this Agreement or the Projects, City shall give written notice and a copy of the request to User. City shall not allow inspection or disclose copies of any records until User has had at least twenty-one (21) calendar days to determine whether to contest the right of the requestor to inspect or receive copies of the records.

14. Default; Remedy.

14.1 Default/Cure. The following shall constitute defaults on the part of a Party:

14.1.1 A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within ten (10) days after the other Party has given notice specifying the breach; provided that if such breach cannot with due diligence be cured within a period of ten (10) days, the cure period may be extended up to a total of thirty (30) days so long as the breaching Party diligently proceeds to affect a cure and the cure is accomplished within such longer period; or

14.1.2 Any assignment by a Party for the benefit of creditors, or adjudication as a bankruptcy, or appointment of a receiver, trustee, or creditor's committee over a Party.

14.2 Remedies. Each Party shall have all available remedies at law or in equity to recover damages and compel the performance of the other Party pursuant to this Agreement. The rights and remedies afforded under this Agreement are not exclusive and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach of the other Party, including, without limitation, the right to compel specific performance.

15. Hold Harmless. The City agrees to indemnify and hold User harmless from any and all claims arising from the design, construction, maintenance and operation of the Projects.

16. Amendment or Termination of Agreement. This Agreement may be amended or terminated by the mutual consent of the Parties and their successors in interest.

17. Miscellaneous Provisions.

17.1.1 Notices. All notices, requests and demands to be made hereunder to the Parties hereto shall be made in writing to the addresses set forth below and shall be given by any of the following means: (a) by certified mail, return receipt requested, postage prepaid in the U.S. mail, (b) by personal delivery, or (c) by a nationally recognized overnight courier. If a notice is sent in the manner required by this Section above, it shall be deemed given upon receipt, refusal of

delivery by the intended recipient or failure of delivery due to incorrect delivery information provided by the intended recipient.

17.2 In the case of a notice or communication to User, address as follows:

Apple Inc.
One Apple Park Way, MS: 47-2 REF
Cupertino, CA 95014
Attn: Real Estate & Development

And a copy of any notices of breach or default to:

Apple Inc.
One Apple Park Way, MS 4-D LAW
Cupertino, CA 95014
Attn: Real Estate Counsel

In the case of a notice or communication to City, addressed as follows:

City of Prineville
387 NE Third Street
Prineville, OR 97754
Attn: City Engineer

With a copy to:

Jered Reid
35 SE C Street, Suite D
Madras, Oregon 97741

or addressed in such other way in respect to a Party as that Party may, from time to time, designate in writing dispatched as provided in this section.

17.3 Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

17.4 Waivers. No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by City or User of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

17.5 Attorneys' Fees. In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any

dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceeding in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

17.6 Time of the Essence. Time is of the essence of this Agreement.

17.7 Choice of Law. This Agreement shall be interpreted under the laws of the State of Oregon.

17.8 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on a Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or such a holiday.

17.9 Construction. In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

17.10 Severability. If any clause, sentence, or any other portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

17.11 Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Crook County, or the United States District Court for the District of Oregon.

17.12 Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

17.13 Condition of City Obligations. All City obligations pursuant to this Agreement which require the expenditure of funds are contingent upon future appropriations by City as part of the local budget process. Nothing in this Agreement implies an obligation on City to appropriate any such monies. This condition may not, however, limit any remedies available to City or User under this Agreement.

17.14 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending such action.

17.15 Enforced Delay, Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar basis for excused performance which is not within reasonable control of the Party to be excused.

17.16 No Third-Party Beneficiaries. City and User and their successors and assigns are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

17.17 Other Necessary Acts. Each Party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of rights and privileges hereunder.

17.18 Entire Agreement. This Agreement represents the entire agreement between the Parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the Parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations, or warranties, written or oral, except as set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

USER:


Apple Inc.,
a California corporation

By: Apple RE&D
Name: John Rickard III 
Its: Director of Project Management

Date: August 15, 2023

CITY:

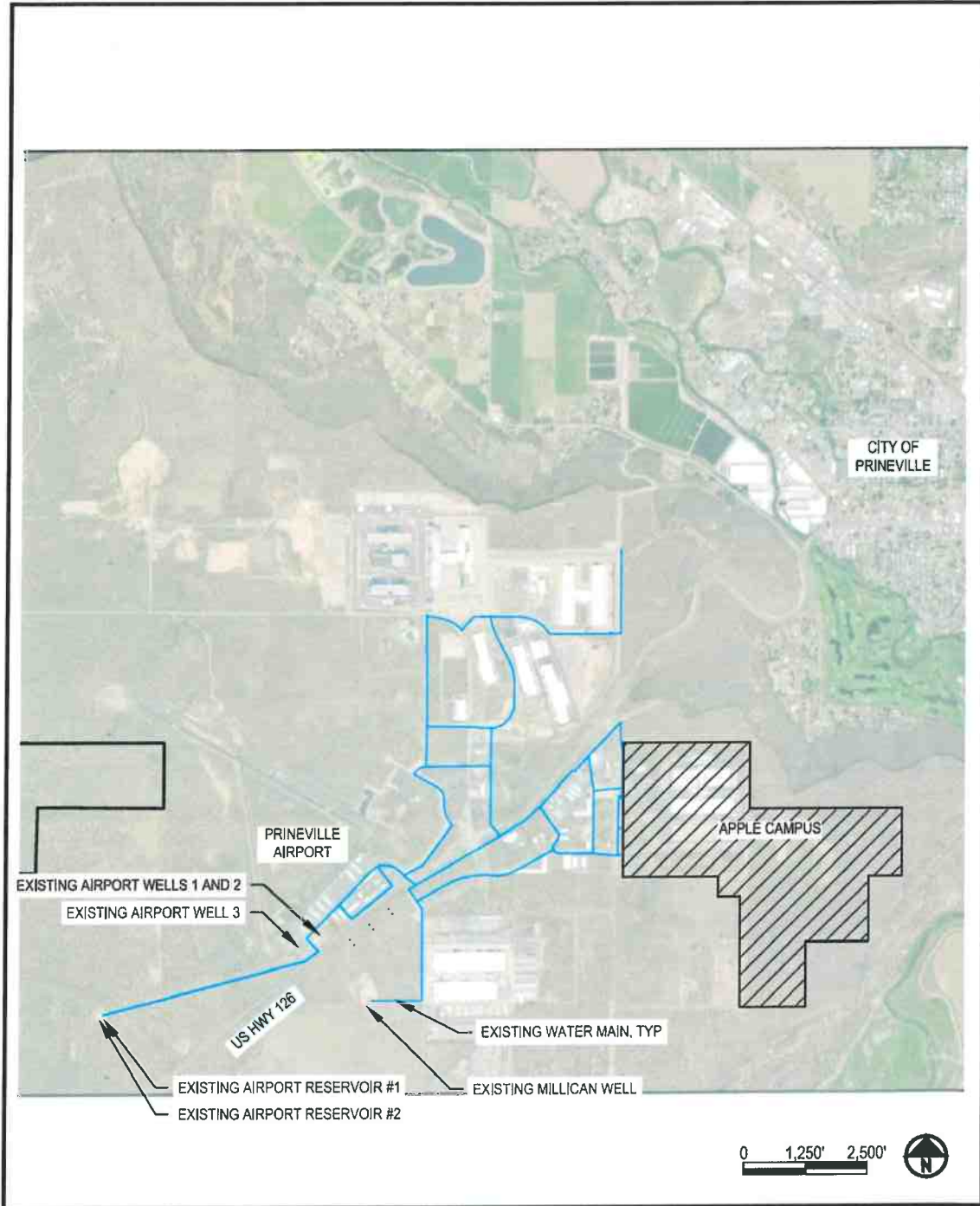
City of Prineville, Oregon,
an Oregon municipal corporation

By: 
Name: Rodney J. Beebe
Its: Mayor

Date: August 22, 2023

Exhibit A

Map of Apple Property



Parametrix

ENGINEERING • PLANNING • ENVIRONMENTAL SERVICES
130 NW PACIFIC PARK LANE, SUITE 110 BEND, OR 97701
503.325.2710
WWW.PARAMETRIX.COM

Exhibit A - System Vicinity Map

DATE: April 5, 2023 FILE: 2977875015-EXHIBITAD

Exhibit B Location of the Projects

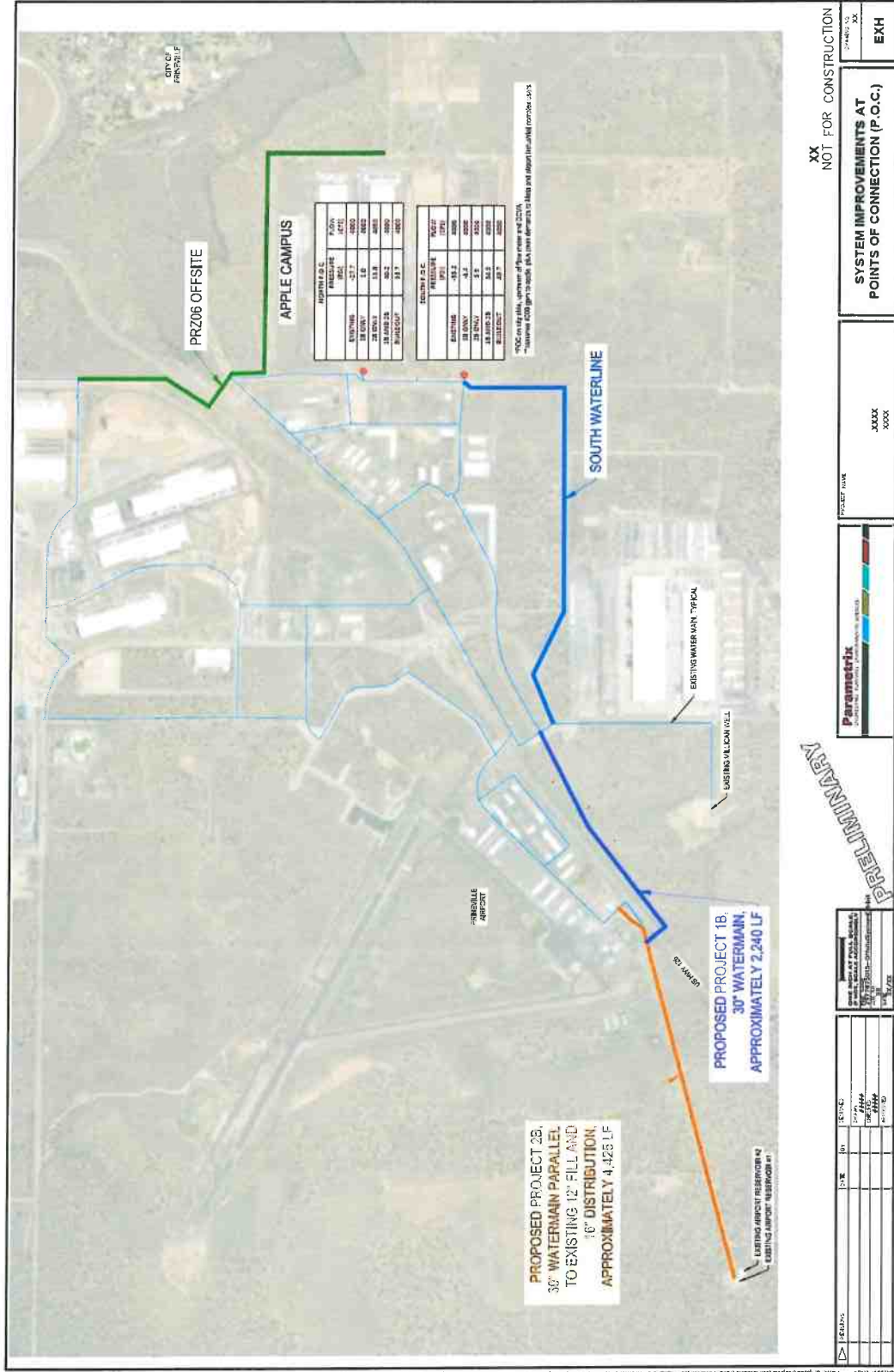


Exhibit B – Waterline Project Agreement Between City of Prineville, Oregon and Apple Inc.

**Exhibit C
Cost of the Projects**

Project Name: Estimate Class: Estimate #:

Resiliency Project, City of Prineville

Contact:

Niall Boggs

E-Mail: NBoggs@parametrix.com

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	\$312,000.00	\$312,000.00
20	TEMPORARY WORK ZONE TRAFFIC CONTROL	1.00	LS	\$16,500.00	\$16,500.00
30	TRAFFIC CONTROL PLAN	1.00	LS	\$285.00	\$285.00
40	EROSION CONTROL	1.00	LS	\$34,500.00	\$34,500.00
50	CLEARING AND GRUBBING	1.00	LS	\$25,500.00	\$25,500.00
60	GENERAL EXCAVATION	1,000.00	CY	\$19.25	\$19,250.00
70	POLLUTION CONTROL PLAN	1.00	LS	\$285.00	\$285.00
80	CONSTRUCTION SURVEY WORK	1.00	LS	\$47,300.00	\$47,300.00
90	30" C900 DR 18 PIPE	6,631.00	LF	\$551.20	\$3,655,007.20
110	24" C900 DR 18 PIPE	151.00	LF	\$485.00	\$73,235.00
120	30" DUCTILE IRON PIPE	697.00	LF	\$454.50	\$316,786.50
130	12" DUCTILE IRON PIPE	34.00	LF	\$235.00	\$7,990.00
140	8" DUCTILE IRON	120.00	LF	\$190.00	\$22,800.00
150	6" DUCTILE IRON	38.00	LF	\$400.00	\$15,200.00
160	CONNECTION TO EXISTING WATER MAIN (MILLICAN)	1.00	EACH	\$135,000.00	\$135,000.00
170	CONNECTION TO EXISTING WATER MAIN (AIRPORT WAY)	1.00	EACH	\$56,500.00	\$56,500.00
180	TAPS AT RESERVOIR	1.00	LS	\$23,750.00	\$23,750.00
190	30" BUTTERFLY VALVE	6.00	EACH	\$29,250.00	\$175,500.00
191	24" BUTTERFLY VALVE	2.00	EA	\$24,500.00	\$49,000.00
210	12" BUTTERFLY VALVE	3.00	EACH	\$4,225.00	\$12,675.00
220	8" GATE VALVE	2.00	EACH	\$2,980.00	\$5,960.00
230	6" GATE VALVE	9.00	EACH	\$2,120.00	\$19,080.00
240	12" X 6" REDUCER	5.00	EACH	\$1,060.00	\$5,300.00
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
250	12" X 8" REDUCER	1.00	EACH	\$1,200.00	\$1,200.00
260	30" X 16" REDUCER	1.00	EACH	\$14,500.00	\$14,500.00
270	HYDRANT	7.00	EACH	\$5,390.00	\$37,730.00
280	30" 22.5 DEGREE BEND	6.00	EACH	\$14,150.00	\$84,900.00
290	30" 11.25 DEGREE BEND	2.00	EACH	\$14,150.00	\$28,300.00
300	30" 90 DEGREE BEND	2.00	EACH	\$14,150.00	\$28,300.00
310	8" 90 DEGREE BEND	3.00	EACH	\$850.00	\$2,550.00
311	24" 90 DEGREE BEND	1.00	EA	\$9,500.00	\$9,500.00
315	16" 90 DEGREE BEND	2.00	EA	\$4,900.00	\$9,800.00
320	30" TEE	3.00	EACH	\$19,880.00	\$59,640.00
321	30" X 24" TEE	1.00	EA	\$19,880.00	\$19,880.00
322	30" X 8" TEE	1.00	EA	\$19,880.00	\$19,880.00

323	30" X 6" TEE	11.00	EA	\$19,880.00	\$218,680.00
325	30" X 12" REDUCER	2.00	EA	\$14,485.00	\$28,970.00
330	30" X 12" REDUCING TEE	3.00	EACH	\$19,880.00	\$59,640.00
331	24" X 12" REDUCER	3.00	EA	\$10,700.00	\$32,100.00
340	30" END CAP	2.00	EACH	\$6,800.00	\$13,600.00
341	30" X 4" TAP CAP	2.00	EA	\$6,800.00	\$13,600.00
342	24" TEE	2.00	EA	\$13,000.00	\$26,000.00
351	12" END CAP	2.00	EACH	\$835.00	\$1,670.00
352	8" END CAP	2.00	EACH	\$585.00	\$1,170.00
380	AIR RELEASE VALVE	3.00	EACH	\$3,975.00	\$11,925.00
390	4" BLOW OFF VALVE ASSEMBLY	2.00	EACH	\$5,840.00	\$11,680.00
391	6" LOW POINT BLOW OFF ASSEMBLY	3.00	EA	\$11,180.00	\$33,540.00
392	6" BLOW OFF ASSEMBLY (DEAD END)	3.00	EA	\$8,750.00	\$26,250.00
393	2" DEAD END BLOW OFF W/ YARD HYDRANT ASSY	3.00	EA	\$3,750.00	\$11,250.00
400	GRAVEL ACCESS ROAD	3,050.00	TON	\$21.50	\$65,575.00
410	48" BORE AND CASING	90.00	LF	\$2,275.00	\$204,750.00
430	PUSH PIT PIT	500.00	CY	\$78.75	\$39,375.00
440	RECEIVING PIT	250.00	CY	\$139.00	\$34,750.00

Subtotal	\$6,180,108.70
10% Construction Contingency	\$618,010.87
Construction total	\$ 6,798,119.57

450	EASEMENTS	1.00	LS	\$667,100.00	\$667,100.00
-----	-----------	------	----	--------------	--------------

Grand Total	\$ 7,465,219.57
Apple 30%	\$ 2,239,565.87